

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
No. 7:15-CV-97-D

TODD TUCK,)	
)	
Plaintiff,)	
)	
v.)	
)	ORDER
HENDERSON ELECTRIC)	
COMPANY, INC., et al.,)	
)	
Defendants.)	


On October 30, 2015, the court heard oral argument on all pending motions. As explained in open court and incorporated herein by reference, the court GRANTS Henderson Electric Company, Inc.’s (“Henderson Electric”) motion to dismiss [D.E. 17]. The court lacks subject-matter jurisdiction over counts two and three against Henderson Electric because plaintiff never received a right-to-sue letter against Henderson Electric under N.C. Gen. Stat. § 95-243. As for count one, plaintiff has failed to plausibly allege a common-law wrongful discharge in violation of public policy claim against Henderson Electric. See Fed. R. Civ. P. 12(b)(6).

As for plaintiff’s motion to remand, the motion to remand [D.E. 14] is DENIED. Complete diversity exists between plaintiff and defendants and “the matter in controversy exceeds the sum or value of \$75,000 exclusive of interest and costs” 28 U.S.C. § 1332(a). Moreover, this civil action does not arise “under the workmen’s compensation laws” of North Carolina. See 28 U.S.C. § 1445(c); cf. N.C. Gen. Stat. § 95-241(1)(e).

Finally, the court DENIES Haskell, Inc.’s motion to dismiss and/or to stay and to compel arbitration [D.E. 6]. Todd Tuck does not have to arbitrate the claims in his amended complaint

against Haskell, Inc. pursuant to the contract agreement between Haskell, Inc. and Henderson Electric. See [D.E. 7-1]. The claims are not covered by the arbitration clause in the contract between Haskell, Inc. and Henderson Electric. Cf. [D.E. 7-1] 3, 57 (¶ 17(b)). Tuck and Haskell, Inc. shall participate in a court-hosted settlement conference with Magistrate Judge Robert Jones before December 18, 2015.

SO ORDERED. This 30 day of October 2015.



JAMES C. DEVER, III
Chief United States District Judge